

Harner Management, LLC in an amount in excess of \$645,355.37, together with interest, costs of suit, and such other relief as this Court deems just, proper and equitable.

**COUNT XIV – UNJUST ENRICHMENT**  
**(Bayberry Residence – In the Alternative)**

140. Frankentek incorporates by reference paragraphs 1-11, 39-60 and 133-139 as if fully set forth herein.

141. Frankentek provided labor, materials and services for Buerger Defendants', Bayberry LLC's and Harner Management's benefit, fully expecting compensation.

142. Buerger Defendants, Bayberry LLC and Harner Management accepted and appreciated the benefit of the labor, materials and services provided by Frankentek for the Bayberry Residence.

143. Buerger Defendants', Bayberry LLC's and Harner Management's retention of the benefits of the labor, materials and services provided by Frankentek without compensating Frankentek for such work would be unjust.

144. The reasonable value of the unpaid labor, materials and services provided by Frankentek for the Bayberry Residence is in excess of \$645,355.37, exclusive of interest and costs.

WHEREFORE, Frankentek Residential Systems, LLC demands that judgment be entered in its favor against Defendants Reid Buerger, Krista Buerger, 4301 Bayberry Drive, LLC and Harner Management, LLC in an amount in excess of \$645,355.37, together with interest, costs of suit, and such other relief as this Court deems just, proper and equitable.

**COUNT XV – QUANTUM MERUIT**  
**(Bayberry Residence – In the Alternative)**

145. Frankentek incorporates by reference paragraphs 1-11, 39-60 and 133-144 as if fully set forth herein.

146. Buerger Defendants, Bayberry LLC and Harner Management have received the benefit of certain labor, materials and services provided by Frankentek for the Bayberry Residence.

147. Frankentek is entitled to the *quantum meruit* value of the labor, materials and services provided for Buerger Defendants', Bayberry LLC's and Harner Management's benefit for the Bayberry Residence.

148. The reasonable *quantum meruit* value of the labor, materials and services provided by Frankentek to Buerger Defendants, Bayberry LLC and Harner Management is in excess of \$645,355.37, exclusive of interest and costs.

WHEREFORE, Frankentek Residential Systems, LLC demands that judgment be entered in its favor against Defendants Reid Buerger, Krista Buerger, 4301 Bayberry Drive, LLC and Harner Management, LLC in an amount in excess of \$645,355.37, together with interest, costs of suit, and such other relief as this Court deems just, proper and equitable.

**COUNT XVI – INTERFERENCE WITH CONTRACTUAL OR BUSINESS**  
**RELATIONSHIP**

149. Frankentek incorporates by reference paragraphs 1-60 as if fully set forth herein.

150. Frankentek had a contractual relationship with Mastropiero arising from Frankentek's employment of Mastropiero.

151. Buerger Defendants intentionally and deliberately interfered with Mastropiero's contractual and/or business relationship with Frankentek for their exclusive financial benefit by improperly encouraging Mastropiero to terminate its relationship with Frankentek.

152. By deliberating and willfully encouraging Mastropiero, a Frankentek employee, to terminate his employment with Frankentek, Buerger Defendants, without excuse or justification, wrongfully and with malice, encouraged Mastropiero to end his relationship with Frankentek and not perform its contractual responsibilities.

153. As a result of the acts and interference of Buerger Defendants, Mastropiero was induced to terminate its relationship with Frankentek and not perform his contractual responsibilities.

154. As a result of the acts and interference of Buerger Defendants, Mastropiero failed to perform his employment responsibilities for Frankentek, causing Frankentek to incur damages as a result.

155. If not for the acts and interference of Defendants, Mastropiero would have performed his employment responsibilities and maintained its contractual relationship with Frankentek.

WHEREFORE, Frankentek Residential Systems, LLC demands that judgment be entered in its favor against Defendants Reid Buerger and Krista Buerger, together with interest, costs of suit, and such other relief as this Court deems just, proper and equitable.

**COUNT XVII – CONSPIRACY**

156. Frankentek incorporates by reference paragraphs 1-60 and 149-155 as if fully set forth herein.

157. Buerger Defendants, along with Reid Buerger's parents, Alan and Constance Buerger, (collectively, the "Buerger's"), acted in concert to encourage valuable and highly skilled personnel of Frankentek to abandon their employment and terminate their contractual relationship with Frankentek and begin working directly for the Buerger's.

158. By deliberating and willfully encouraging Mastropiero, a Frankentek employee, to terminate its employment with Frankentek, Buerger Defendants, without privilege or justification, wrongfully and with malice, encouraged Mastropiero to end its employment and business relationship with Frankentek.

159. Buerger Defendants acted in concert with Alan and Constance Buerger to interfere with Frankentek's contractual relationship with Mastropiero to the detriment of Frankentek and the financial benefit of the Buerger's.

160. As a result of Buerger Defendants' wrongful conduct, Mastropiero was induced to terminate its relationship with Frankentek.

161. As a result of Buerger Defendants' wrongful conduct, Mastropiero failed to perform its employment responsibilities for Frankentek, causing Frankentek to incur damages as a result.

162. If not for the acts and interference of Buerger Defendants, Mastropiero would have performed its employment responsibilities and maintained its contractual relationship with Frankentek.

WHEREFORE, Frankentek Residential Systems, LLC demands that judgment be entered in its favor against Defendants Reid Buerger and Krista Buerger, together with interest, costs of suit, and such other relief as this Court deems just, proper and equitable.

Dated: February 13, 2012

Respectfully submitted,

COHEN, SEGLIAS, PALLAS,  
GREENHALL & FURMAN, P.C.

By:



Edward Seglias, Esquire  
PA I.D. No. 55103  
eseglias@cohenseglias.com  
Jason C. Tomasulo, Esquire  
PA I.D. No. 207297  
jtomasulo@cohenseglias.com  
United Plaza, 19<sup>th</sup> Floor  
30<sup>th</sup> South 17<sup>th</sup> Street  
Philadelphia, PA 19103  
(215) 564-1700

*Counsel for Plaintiff, Frankentek  
Residential Systems, LLC*